

EAGLE GROVE COMMUNITY SCHOOL DISTRICT

2006 - 2007

**EAGLE GROVE EDUCATION ASSOCIATION
MASTER CONTRACT
AGREEMENT**

(EGEA)

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ARTICLE 1

SEPARABILITY

Should any article, section, or clause of this agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE 2

NOTICES

Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this Agreement either party shall do so by letter at the following designated addresses, or at such other address as may be designated by one party in written notification to the other part.

1. If by Association, to Board at Board of Education President's home.
2. If by Board, to Association at the Association's President's home.

ARTICLE 3

USE OF FACILITIES

Section 1: The Association agrees that they shall be afforded the privilege of use of the facilities of the Eagle Grove Community School District only by and through the established rules and regulations of the Board. Such rules and regulations to be the same for any and all groups as many apply for use of such facilities.

Section 2: Any and all applications from the Association for use of any of the facilities of the Eagle Grove Community School District shall be submitted to the Superintendent of Schools no later than five (5) days in advance of the requested date of use. Such advance notice requirement may be waived at the discretion of the Superintendent.

1. Such application shall be filed on the appropriate

form, which shall be supplied by the Eagle Grove Community School District.

2. All applications shall be signed by the President of the Association, giving all particulars regarding the request.

Section 3: Definition: "Facilities" as used in this agreement, shall mean all physical buildings and grounds which comprise the property of the Eagle Grove Community School District.

ARTICLE 4

USE OF EQUIPMENT AND MATERIALS

Section 1: The Board agrees to allow the Association use of any equipment and materials, after the Association has received permission from the Superintendent of schools, acting for Board.

Section 2: The Association agrees to make reasonable payment to the Eagle Grove Community School District for use of any item of school-owned equipment, materials, and skilled clerical service to operate equipment, should that be a requirement by the Board. Such payments shall be drawn on the Association and made payable to the Eagle Grove Community School District.

ARTICLE 5

USE OF BULLETIN BOARDS

The Association shall have the right to post notices of activities and matters of Association concerns on bulletin boards now provided in teacher's lounges and workrooms following past practices, but not in areas open to public or students.

ARTICLE 6

USE OF MAIL BOXES

The Association may use the district building-to-building ~~communication service and building mailboxes for communications~~ to employees, following past practices.

ARTICLE 7

HOURS OF WORK

Section 1: It shall be agreed by both parties that the normal workday for employees covered by this agreement shall be eight (8) consecutive hours. The Board may at its discretion adjust arrival and departure times for any building or employee between 7:30 a.m. and 4:30 p.m. The Board may deviate from the aforementioned arrival and departure times five times per year for parent-teacher conferences and parent-teacher meetings. Exceptions to the above are as follows:

1. Employees may leave Fridays five minutes after students are dismissed from all buildings in the school district except when their presence is required for job responsibilities.
2. Work hours for employees who are covered by this agreement and who have extended contracts beyond the basic instructional school year calendar shall be set by mutual agreement between the affected employee(s) and the Superintendent. Each such employee shall submit a plan of their extended contract work hours for all days of the extended contract for advance approval. This plan of work hours shall be submitted to the building principal no later than one week prior to the end of the basic instructional school calendar year.
3. There will be employee dismissal one (1) hour early on days school is dismissed for Thanksgiving and Christmas vacation.
4. In the event school is dismissed for inclement weather, the employees will be dismissed twenty (20) minutes after the buses have left the schools on their routes.
5. In the case of a late start due to inclement weather, employees shall not be required to be in their assigned buildings any sooner than thirty (30) minutes prior to the start of the students' school day.
6. The District may implement a limited number of mutually agreed upon positions with arrival and departure times that deviate from section 1. These deviations are intended to serve student needs. Placement in these positions shall be

voluntary on the part of the employee.

7. If the District maintains parent-teacher conferences involving two extended days in the fall and two extended days in the spring, comp days will be provided before Thanksgiving and Easter Break or as otherwise jointly approved by the parties to this agreement.
8. Teachers may "flex" their eight-hour day between 7:30 a.m. and 4:30 p.m. Employees may not "flex" hours on days when administration calls employee meetings. Employees will notify the principal or the principal's designee in advance of "flexing" hours. If unable to make personal contact, the employee shall notify the principal or designee by voice mail, e-mail, or an alternative method approved by the principal.

Section 2: It shall be understood and agreed that employees covered by this agreement shall be responsible for accepting assignment to duty rosters as are necessary to be established for the effective management and control of all Board approved school related programs and activities which are outside the normal eight (8) hour contract day. In the case of Sunday activities, as approved by the Board, the director in charge of the activity shall be responsible for securing necessary voluntary workers from the staff and reporting their names to the administrator in charge.

Section 3: It shall be understood and agreed that employees covered by this agreement shall attend meetings called by administrators. Such meetings shall be for the orderly conduct of building affairs where the meeting is called, for curriculum work, and for any and all other pertinent meetings as may be essential and necessary for carrying out the mission of the district as determined by the Board and the administration. The number of such meetings shall be of reasonable quantity in order to accomplish the purposes of such meetings. These meetings may be called before school or after school, at the discretion of the administration.

1. In the case of meetings called before school, no such meeting shall be called earlier than fifteen (15) minutes prior to the normal workday, nor before 7:30 a.m. However, in the case where the start of the student instructional day is delayed to a later time than the usual and normal starting time, meetings may be called earlier than fifteen (15) minutes prior to

the workday but not before 7:30 A.M.

2. In the case of after school meetings, such meetings will be terminated no later than thirty (30) minutes after the end of the normal workday.

Section 4: Each employee covered by this agreement shall have a duty-free twenty-five (25) minute lunch break, except as stated in this section, which shall be established by the building administrator and which shall be consistent with the individual building class, duty, and activity schedules. The employee may leave the assigned area of job assignment without permission from the building administrator during this twenty-five (25) minute duty-free lunch period. There shall be an exception at the elementary level as follows: In all cases of inclement weather when it is necessary to have students remain in the building during A.M. recess and/or P.M. recess, each elementary teacher shall supervise their own students during such times as supervision becomes needed. During the noon recess period when students must remain in the building, the administration will attempt to devise a rotating schedule so that elementary teachers will have a noon break whenever possible.

Section 5: Each employee covered by this agreement shall have a fifteen minute rest break in the A.M. and in the P.M. on each contract day of employment. Any and all such rest breaks shall be taken by the employee during the time when they do not have any job assignment or duty assignment responsibilities.

Section 6: It shall be understood and agreed by both parties that all time during the normal workday, except for the twenty-five (25) minute lunch breaks, the fifteen (15) minute A.M. rest break and fifteen (15) minute P.M. rest break, shall be subject to administrative structure. This shall include, but not be limited to classroom instruction, duty assignments, subject preparation, curriculum meetings, parent conferences, administrative conferences, and/or preparation and planning time. The use of preparation and planning time shall be subject to the general supervision of the building administrator.

ARTICLE 8

VACATIONS AND HOLIDAYS

Section 1: It shall be agreed by both parties that the establishment of holiday observances in this contract shall be limited to and only those herein listed as follows:

1. Labor Day
2. Thanksgiving Day
3. Christmas Day
4. New Year's Day
5. Good Friday
6. Monday following Easter
7. Memorial Day
8. Presidents' Day (Optional
Snow/Weather Make Up)

Section 2: The holidays listed in section one of this article shall be non-school days and shall not be paid days.

Section 3: These holidays shall not be counted as a part of the basic contract days of any employee covered by this agreement.

Section 4: The actual number of days of vacation at any given holiday period shall be the same for employees and the students and shall be at the discretion of the Board except the Board may schedule a teacher workday or in-service day on the last student vacation day that must be a weekday (not Friday).

ARTICLE 9

HEALTH AND SAFETY

Section 1: It shall be agreed that the Board may require such physical fitness evidence as it deems appropriate of any new or continuing employee covered by this agreement. Such requirements shall be utilized in order that the Board is assured that all employees do possess the physical fitness to perform their assigned duties, and are free of communicable disease.

Section 2: The Board or its representatives shall keep employees covered by this agreement informed of physical fitness requirements as are deemed necessary by the Board.

Section 3: Such medical examination, by a licensed physician, as will show physical fitness and freedom from communicable disease shall be obtained by the employee as required by the Board from the licensed physician of the employee's choice. Reports of all examinations shall be submitted on a form provided by the district.

Section 4: The Board shall agree to pay up to \$50.00 for each required physical examination and up to \$15.00 for each chest x-ray that is required of TB reactors for amounts not covered by insurance. Payment will be made after the report of such medical examination and insurance processing documentation has been received by the Board or its representatives.

Section 5: An employee may, within the scope of his employment, use and apply such amount of force as permitted by law; to quell a disturbance threatening physical injury to others; for the purpose of self-defense; and for the protection of persons or property. If an employee is involved in an incident involving application of force, the employee shall immediately (that day) file a report with the Building Principal or designee.

ARTICLE 10

IN-SERVICE TRAINING

Section 1: It shall be understood and agreed by both parties that the content and structure of any and all in-service training programs or meetings which are a part of the Board directed activities of the work force comprised of employees covered by this agreement, shall reside with the Board and the administration.

Section 2: Definition: In-service activity and meetings shall be defined as those activities and meetings, which in the discretion of the Board and the administration, have potential for giving valuable training, assistance, information or other help to the employee for making the employee a more effective individual in his/her job assignment. This section shall not be construed to mean that the Board will pay expenses the employee may incur in gaining credit or qualifying for employment for any job description or position which the employee currently has or may wish to request transfer to or make applications for. Qualification of the employee for any job assignment created by the Board shall be

the direct individual concern and expense of that employee.

Section 3: It is recognized that the employees covered by this agreement may have valuable contributions to make in the form of advisory suggestions for such in-service programs and meetings. Should any employee have such advisory suggestions they desire to make, the same shall be directed to the Superintendent of Schools in the matter of such in-service meetings and programs as effect the total group of employees covered by this agreement, and which are to be organized and structured by the Superintendent. In the case of a given level (elementary, middle school, high school) in-service program or meeting, or in the case of a given building in-service program or meeting, such advisory suggestions as an employee may have are to be submitted to the principal(s) who are involved.

Section 4: It is agreed by the Board and the administration that, any such advisory suggestions for in-service programs or meetings, will receive due, thoughtful and thorough consideration for possible inclusion in such programs or meetings. After such consideration the Board and/or administration shall, at their discretion, make decisions in regard to such advisory suggestions.

Section 5: The prerogative of discretionary utilization of delay of the start of the instructional day for students, or the early dismissal of students and the resulting shortening of the instructional day for students to provide time for any in-service program or meeting shall be the exclusive, sole right of the Board and/or the administration.

ARTICLE 11

EVALUATION PROCEDURES

Section 1: The classroom teaching performance of regular full-time first and second year employees covered by this agreement shall be formally evaluated a minimum of twice each school year. Beyond the second year of consecutive service, employees will be formally evaluated a minimum of once every three years. The minimum number of formal evaluations shall not be conducted during the first or last five school days. However, this does not preclude administrators from

performing additional evaluations during these days.

Section 2: By September 15, employees shall be acquainted by a member of the administrative staff with the evaluation procedures to be observed.

Section 3: Results of the minimum number of formal evaluations provided in Section 1 above shall be in writing, preceded by one in-class observation of the employee's performance. This observation to be of at least thirty (30) minutes.

Section 4: The building principal or appropriate supervisor shall set a meeting with the employee within five (5) school days following the observation and prior to submission of the written report to the Superintendent. A copy of each formal written evaluation shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content.

Section 5: This article deals with but a single method of employee evaluation, i.e., evaluation of teaching performance. This article does not preclude evaluation by other means or of other than classroom teaching performance provided the matter evaluated relates to a teacher's effectiveness in the educational process.

Section 6: Career Teacher Performance Review:

1. For career teachers, the evaluator shall complete a Career Teacher Performance Review and establish a date to discuss the review with the teacher. The evaluator shall provide the teacher with a copy of the completed Career Teacher Performance Review.
2. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. Both the evaluator and the teacher shall sign and date the review.
3. If an evaluator indicates that the teacher is not meeting the Iowa Teaching Standards or other District evaluation standards, then those standards not being met will be identified. Both the evaluator and teacher shall sign and date the

review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

4. The building principal or appropriate supervisor shall attempt to provide the employee with positive assistance to improve quality of teaching and to eliminate difficulties noted in any evaluation.

Section 7: In the evaluation procedures the employee shall have the following rights:

1. Critical comments regarding an employee which are placed in their personnel file are to be communicated to the employee in writing.
2. The employee may submit an explanation or other written statement regarding any evaluation for inclusion in their personnel file.
3. To review their personnel file during regular business office hours. Such review shall be done in the business office in the presence of the Superintendent or his designee. The file shall remain in the business office.
4. Copying of the contents of their personnel file shall be at the employee's expense.

ARTICLE 12

TRANSFER PROCEDURES

Section 1: Definition: Transfer shall be agreed to mean the movement of an employee covered by this agreement to another building.

Section 2: Employees who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred, in order of preference.

1. Such requests for transfers and reassignments shall be submitted not later than December 1 for the next semester, and May 1 for the following year.

2. On May 1 and December 1 requests for transfer and/or reassignment that are more than two years old shall be destroyed.

Section 3: The Superintendent shall notify all employees, as soon as practically possible, of vacancies which occur during the school year and for the following school year. Such notice shall be posted in the administrative offices of the district and a copy posted in each building faculty lounge during the school year. During the summer months, such notices shall be posted only in the Superintendent's Office.

Section 4: All transfers shall be at the discretion of the Board, who shall have final determination as regards all transfers.

Section 5: Any teacher may apply for voluntary transfer, and such application shall be made in writing to the Superintendent. Decision concerning acceptance or rejection of such voluntary applications shall be at the discretion of the Board. A denial of a voluntary transfer application and reasons for such denial shall be in writing and submitted to the employee who made the application. No request for transfer shall be denied without basis in fact.

Section 6: Any such involuntary transfers as are directed at the discretion of the Board and specific reasons for such transfers shall be in writing and submitted to the employee(s) so transferred.

Section 7: It shall be agreed that it is a major and prime consideration right of the Board to effect transfers, when in its discretion, it is in the best interests of the district. Such transfers may be made by the Board from the certified personnel of the district.

ARTICLE 13

STAFF REDUCTION PROCEDURES

Section 1: When in the sole, exclusive and final judgment of the Board, declining enrollment, reduction in program or any other reason requires reduction in staff, the Board shall attempt to accomplish the same by attrition within staff reduction categories. In the event that necessary staff reduction cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interest of perpetuating the highest quality education program possible, the Board shall decide as to resulting reduction within categories per Section 2 based on criteria per Section 3.

Section 2: Staff reduction categories will be:

1. K-12 specials to include the following as individual categories: Physical Education, Art, Talented and Gifted (TAG), Guidance, Vocal Music, Instrumental Music, Librarians, Special Education, and English Limited Language (ELL).
2. Prep-K through 4th grade teacher including Title 1.
3. Grades 5 through 8 teachers by subject area.
4. Grades 9 through 12 by subject area.

Section 3: Employees will be reduced within staff reduction categories based on criteria as follows:

1. Relative skill, ability, competence, qualifications, and licensure determined by the Board to be essential for positions to be maintained within the staff reduction category.
2. Applying the criteria of the preceding section, if two or more employees within a category are considered by the Board to be equal, the employee with the least seniority shall be terminated first.

Section 4: Employees who are laid off shall have the right to ~~be recalled to a vacant position in the category~~ from which reduced for one year, if certified and in compliance with NCA standards, if applicable. Employees on recall shall keep the employer notified

of their current address and phone number. Failure of the employee to respond affirmatively to notification of recall within seven calendar days of notification or within fourteen calendar days from date of mailing to the employee's last known address on file with the employer, whichever is sooner, shall terminate the recall opportunity.

ARTICLE 14

SENIORITY

Section 1: The Board shall establish seniority lists of the employees covered by this agreement.

1. Seniority shall be defined as the length of continuous contract service with the District as a certified employee.
2. Start of service to the district shall be the first day of the basic instructional school year calendar. Any employee who commences service with extracurricular duties or other duties prior to the first day of the basic instructional school year, shall be deemed to have started on the first day of the basic instructional school year. Any employee who starts service to the District after the first day of the basic instructional school year shall be considered as starting service to the District on the exact date upon which they began. Ties in seniority shall be broken by having the tied employees draw lots for placement.

Section 2: The effect of any seniority list established shall have application to the provisions of the staff reduction article of this agreement.

Section 3: At such time that any administrator or supervisor should become a district employee covered by this agreement, then such administrator or supervisor shall have their currently accumulated seniority transferred intact to the seniority list which is established by the Board for employees covered by this agreement and their placement on the salary schedule shall be consistent with the ~~administrator's or supervisor's currently attained~~ years of service and educational training level.

Section 4: At such time that any employee covered by this

agreement should become an administrator or supervisor of the district and later returns to the bargaining unit in the district, they shall have their currently accumulated seniority transferred intact to the seniority list which is established by the Board for employees covered by this agreement and their placement on the salary schedule shall be consistent with their currently attained years of service and educational level.

ARTICLE 15

LEAVE PROVISIONS

Section 1: All application forms which have relation to the leave provisions of this article shall be provided by the district, and all employees making use of the provisions in this article shall complete and file such applicable form(s) as are determined to be needed, such determination to rest with the Board and the administration.

Section 2: Any and all provisions of this article shall be considered, when approved and granted, as leave from the school system and not from a specific position or job assignment. It shall not be the responsibility of the employee to secure or arrange for an individual to cover assigned duties during any leave.

Section 3: All leaves shall be assessed in full or half day units. However, one annual day of immediate family illness leave, personal leave, bereavement leave, and personal illness leave may be utilized in increments as small as 15 minutes. Any requested usage of less than one half day will count toward the maximum one day of smaller incremental usage.

Section 4: In the event that the need for the employee to have to leave school for an extreme emergency situation that does not allow ample time to file the appropriate request form for any such leave provisions as are afforded in this article, it shall be considered sufficient if that employee reports the extreme emergency need immediately to the building principal or designee, and makes arrangements to be excused at once. Upon the immediate next return to duty, the employee shall complete and file the appropriate request forms, except as may otherwise be provided for at another

place in this article.

Section 5: Personal Illness Leave Provisions: All employees covered by this agreement may be granted leave of absence for personal illness or injury or other medically related disability with full pay for such leave time as follows:

1. First year of employment by district 10 days
2. Second year of employment by district 11 days
3. Third year of employment by district 12 days
4. Fourth year of employment by district 13 days
5. Fifth year of employment by district 14 days
6. Sixth and subsequent years employed by district. 15 days

The above amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of one hundred five (105) days. A record of each employee's total available leave provided by this article shall be maintained in the business office of the district. Each employee shall be provided a statement of accumulated sick leave days on the employee's first workday of the school year. The failure of an employee to protest the recorded sick leave accumulation by October 1, waives further protest. The Board may, in each instance, require such reasonable evidence(s) as it may desire confirming the necessity for such leave of absence. The Board shall reserve the right to require examination by an independent licensed physician of its choice in the event of an extended illness.

Section 6: Immediate Family Illness: Employees may be granted a leave of absence at full pay for illness in the immediate family. Immediate family shall include only the following: spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents of employee and spouse, and grandchildren. Such approved and granted leave shall not exceed six (6) days in any contract year, except as may be approved under Section 14 of this article. All such leave time which is provided in this section shall be non-cumulative. The fourth through sixth days in any contract year, if utilized, will be deducted from the employee's sick leave.

Section 7: Bereavement Leave: Employees may be granted leave of absence at full pay for death in the immediate family. Five days per occurrence may be granted for

death of the employee's spouse, child, mother or father, mother-in-law or father-in-law. Three days per occurrence may be granted for the death of the employee's brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandchildren or grandparents of the employee's spouse. One day per year will be allowed for attending the funeral of non-family members. This day will be assessed in half-day increments and will be deducted from the employee's sick leave. One day per year will be allowed for attending the funeral of aunts or uncles. These days will be assessed in half-day increments and will be deducted from the employee's sick leave.

Section 8: Personal Leave Provisions: Employees covered by this agreement may be granted two (2) days of leave each contract year without loss of pay, upon approval, according to the provisions of this section and the terms and conditions of this article. Any leave applications for approval under the provisions of this section must be submitted to the building principal, in writing, on the appropriate form, at least three (3) working days in advance of the proposed absence, except as may herein be provided at another place in this article. Such leave shall be non-cumulative.

1. The intent of this leave provision shall be to provide a procedure through and by which an employee may have the opportunity to manage items of personal affairs, which are of a nature of necessity and well-being to the employee that cannot be attended to at any other time than during the hours of work or assignment for which the employee is under contract to the district.

2. The employee shall be asked to explain the reason for any personal leave requested for a school day immediately before or after a holiday or vacation period, and reasonable restrictions may be imposed on personal leaves on such days.

Section 9: Medical Disability Leave: Personal illness leave benefits for medical disability to the extent of an employee's accumulated earned personal illness leave shall be paid only during the time of medical disability.

An employee who is anticipating medical disability

leave shall inform the Superintendent as to the employee's expected date of medical disability as soon as the condition causing the medical disability leave request is known. At that time, the employee shall give notice in writing to the Superintendent including whether the employee plans to continue to perform her/her duties during the period preceding onset of medical disability, the date when the employee expects to commence leave for medical disability, and the date the employee expects to return to work following medical disability.

The determination of dates when medical disability leave shall commence and terminate shall be made by the Superintendent and employee. The dates of commencement and termination of medical disability leave shall be the dates medically indicated as hereinafter provided.

Any employee who desires to continue the performance of duties during the period preceding and in anticipation of medical disability may continue to do so provided that the employee's health and work efficiency are not affected and the employee is physically capable of performing his/her duties. The employee shall provide a statement from his/her physician stating that the employee is physically capable of continuing to perform his/her duties, to what date, and in the opinion of the physician that the employee is capable of performing his/her duties prior to and in anticipation of medical disability. The employee shall report changes in his/her condition as they may affect the employee's performance. Following medical disability leave, the employee shall furnish a statement from the employee's physician stating the employee is physically capable of resuming his/her duties and on what date.

Where medical disability leave has been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the employee to the Superintendent. An application shall be accompanied by the statement of the employee's physician. Such extensions or reductions shall be granted for the time medically indicated.

The Superintendent may require the employee to discontinue performance of his/her duties upon a

determination that the employee's performance has substantially declined from the employee's performance prior to the period preceding and in anticipation of medical disability leave. The determination whether the employee is capable of continuing work during anticipation of medical disability leave, whether the employee is capable of returning to work following medical disability leave and whether the employee's health and work efficiency will be adversely affected, shall be made in consultation with the Superintendent, the employee, and the employee's physician and may also be in consultation with a physician of the District's own choosing. In the event of a difference of opinion between the employee's physician and the District's physician, a third physician (chosen by the employee and the Board, or in the event they cannot agree, by the County Medical Society) shall render an opinion on the issue of medical capacity to continue or resume the performance of duties, which opinion shall be binding on the parties.

If the date for the commencement of medical disability leave or the date for the resumption of duties would interfere with the administration of the District or the continuity of the educational process, the requested date may be changed by the Superintendent to assure efficient administration of the District, to provide the least disruption to the continuity of the educational process, and to minimize any disruption to students then participating in a unit of instruction, giving due consideration to the desires and capabilities of the teacher.

In the event the date of commencement or termination of medical disability leave, as provided in this policy, is changed for other than medically indicated reasons in order to avoid interference with the administration of District or the continuity of the educational process, any additional days of leave shall not be reimbursed as personal illness leave. If the administration extends the leave for other than medically indicated reasons, the employee retains all wages and benefits to which they are entitled. If the employee voluntarily extends the leave for other than medically indicated reasons, their additional days are unpaid with the employee retaining fringe

benefits at the employee's expense. In either case, the employee shall remain eligible for insurance consistent with carrier eligibility requirements.

Section 10: Professional Purposes Leave Provisions: Employees covered by this agreement may file a request for three days of professional leave during the contract year with pay, as provided for in this section, and have the same granted, if such absence is approved by the administration. Such leave is non-cumulative.

1. Professional leave may be granted for school visitations, attendance at professional academic meetings or conventions, service on N.C.A. or state department assignments or other professionally related assignments as determined to be appropriate by the Board or its designee.

2. Any leave applications for approval under the provisions of this section must be submitted to the building principal, in writing on the appropriate form, at least three (3) working days in advance of the proposed absence.

3. It shall be understood and agreed that on certain occasions, a given employee covered by this agreement will be directed to attend a given professional activity by the Board or administration for the purpose of gaining necessary information, expertise, or training which is felt to be essential to that employee in the carrying out of assigned job responsibilities. The Board and administration reserves unto themselves the right of determination in this regard. Any such directed attendance at such given professional activities shall not be charged to the leave provisions of this section. Also, the employee will have reimbursement made for approved expenses involved in attendance at such professional activities, which shall include mileage by shortest route to and from the place of professional activity, which is outside the limits of the Eagle Grove Community School district, registrations fees if any are required, and overnight accommodations if such are determined by the Board or administration to be essential. Such directed attendance at professional activities shall be with pay and the Board shall pay for any needed substitutes required by the employee's absence from regular workday assignments. The employee shall be

responsible for submitting a claim to the building principal within seven (7) calendar days following the end of the professional activity attended, as described under this sub-section, for approved reimbursement of allowable expenses incurred. Failure of the employee to file such claim as indicated herein, shall release the Board from payment of any such claim.

4. In the event that an employee covered by this agreement wishes to make application to the Board for a professional academic leave which is longer than three (3) days' absence from regular job assignments, such application shall be made on the same form as is used for this type absence request, such request being submitted to the building principal at least seven (7) calendar days in advance of the next called board meeting. Such request will be transmitted to the Board who will act on such request at its next called meeting after receipt of such request. The Board shall retain all rights of determination in granting or rejecting such requests, as well as determination of any criteria or conditions on which such requests may be granted, or rejected.

Section 11: Legal Duties Provision: It shall be agreed that any leave granted under this section shall be limited to only cases wherein employees covered by this agreement are under subpoena or direct court order to appear. Requirements for application for this type of leave shall include, but not be limited to the following:

1. Application for such leave shall be immediately made to the building principal by the employee so concerned upon the notification of the employee by subpoena or court order.

2. The employee shall promptly pay to the Board the fees (except mileage and expenses) received from such duty.

3. Approved leave under this section shall be with full pay.

~~Section 12: Unpaid Leave Provision: Absence without pay may~~
be authorized by the Superintendent, acting for the Board, for purposes, which in his determination, are considered to be urgent and necessary. For all such

approved and granted absences under this section, deductions from the employee's salary shall be at the per diem rate of his contract.

1. The employee may make application for approval and authorization for any such leave and such application shall be made at least seven (7) days in advance of the first day of such requested leave. In the event that, because of the nature of the request, it is not possible to make such advance application, the employee shall complete all forms as are determined by the Board and Administration to be necessary as soon as possible before the first day of such requested leave, or not later than three (3) calendar days following the last date and day of the approved authorized unpaid leave.

2. It is to be understood that among other criteria, the Superintendent shall take into consideration criteria to include, but not be limited to the following: length of service, previous record of absence other than for personal illness, and the purpose of the absence.

3. Involuntary absence not heretofore provided for may be excused by the Superintendent.

Section 13: Association Leave: The Board will allow four (4) total paid days of leave for representatives of the Association to attend their state delegate assembly or other Association activities relating to the betterment of education. A request for association leave must be seven (7) days in advance. The association leave may not be used for impasse hearings or administrative hearings.

Section 14: Other Leaves of Absences with or without pay: Other leaves of absence either with or without pay not specifically covered in this agreement may be granted at the determination and discretion of the Superintendent.

Section 15: For purposes of leave administration, the midpoint of the day shall be established as the end of the fourth consecutive hour.

ARTICLE 16

INSURANCE

Section 1: The Board agrees to provide, as fringe benefits, to the employees covered by this contract, the following and only the following items, subject to any and all the terms and conditions as are set forth in this article.

1. Health Insurance: The Board agrees to contribute toward the provided health insurance for employees covered by this agreement as set forth in Section 2 (2).
2. Term Life insurance and Long Term Disability Insurance.
3. Worker's compensation: The Board agrees to provide worker's compensation insurance for employees under this agreement. Personal illness and worker's compensation interplay shall be administered as required by law.
4. Liability Insurance: Such coverage to be at the determination of the Board.

Section 2: The terms and conditions for the provision of insurance as provided for in Section One (1) of this article shall be agreed to by both parties, and shall be as follows:

1. Effective date for start of coverage shall be on such date which is consistent with the policy issuance practices of the carrier(s) of such insurance.
2. For all full time employees with no dependents covered by this agreement, the Board agrees to provide single coverage. For all full time employees with dependents covered by this agreement, the Board agrees to provide single coverage and pay not to exceed \$517.36 per month toward the cost of dependent coverage. The additional amount necessary to pay the monthly premiums shall be deducted from the employees' pay. For all half time, married and single full time employees covered by this agreement, the Board agrees to provide only a single individual

plan. (Note: This will result in participating employees paying \$35.64 per month toward dependent coverage.)

3. All employees covered by this agreement who are less than half time shall not be eligible for any fringe benefits as are listed in Section 1 of this article, except in the possible case of statutory benefits which may be available under Worker's compensation.
4. In cases where husband and wife are both employees covered by this agreement, no double coverage of insurance shall be afforded. Only the plan shall be made available as is applicable according to employment status which shall not result in double coverage.
5. At the point in time during the life of this agreement when an employee's status of employment and/or marital status changes, there will be adjustments made as is applicable under the terms and conditions of this article.
6. The amount of Long Term Disability Insurance afforded by this article shall be in accordance with the carriers sliding scale of benefits which is in direct relation to the salary being paid to the employee by the Eagle Grove Community School District. A \$20,000 Term Life Insurance policy shall be provided for all full time employees. Employees working more than half time will be covered with \$20,000 Term Life Insurance. Employees working half time will be covered with \$10,000. Employees working less than half time will not be covered. Any Term Life Insurance and Long Term Disability Insurance benefit afforded by this article shall be for the employee only as an individual.
7. In the case that an individual employee wishes to have more coverage in the areas and only these areas as indicated in Section 1 of this article, than is afforded by this article, and such additional coverage is available in the plans as selected by the Board, he may make application for such limited additional coverage as desired. The employee shall agree in writing to have a payroll deduction made from his monthly payroll warrant to cover all costs of

any such additional limited coverage. Any such application request shall be completed by the employee on a form provided by this district, date of application indicated thereon, and signature of the requesting employee affixed thereto. Any and all such request applications shall be submitted on or before September tenth (10th) of the effective year of this agreement. No such application requests shall be accepted after September tenth (10th) during the life of this contract.

8. Worker's Compensation insurance shall be provided as is established and only as established by the statutory regulations governing the same and as may be applicable to employees covered by this agreement.
9. Employees who have exhausted their accumulated personal illness leave and are granted extended leave of absence, due to illness, injury, or other medically related disability shall continue to have employer contributions toward their hospital and medical insurance for the individual premium amount only paid and paid only until the end of the school year. Employees on any other non-paid leave shall have the option to continue participating in the hospital and medical insurance coverage at their own expense, but only until the end of the school year. Such employees wishing to continue shall pay the premiums themselves, prior to the billing date. The provisions of this paragraph are specifically made subject to the prior approval of the respective insurance carriers.

Section 3: It is agreed that the selection of insurance carriers will be decided by the Board.

Section 4: The District will implement a Section 125 Plan. Employees may use the plan to pay their portion of health insurance premiums on a pre-tax basis. The District will pay for the initial set up fee for the plan. Participating employees will pay for any monthly processing fees. (Note: There is no monthly processing fee for participating in only salary reduction for health insurance premium.)

ARTICLE 17

SUPPLEMENTAL PAY

Section 1: It shall be agreed by both parties to this agreement that only the following listed work assignments outside of the regular school work day shall be considered as eligible for reimbursement in this supplemental pay schedule.

1. As a first requirement, each employee covered by this agreement shall agree to work up to two (2) such work assignments involving assignment to the following listed work schedules before this supplemental pay article shall become effective.

- a. Athletic Events
- b. Musical Events
- c. Dramatic Events
- d. Extra-Curricular Academic Events

1. It shall be a requirement that all employees covered by this agreement work a minimum of two (2) unpaid work assignments. Credit for the two (2) required unpaid work assignments will be established by the employee's actual completion of his first two (2) such work assignments which shall be a result of original assignments and/or exchange assignments. In the event that a given employee makes advance administratively approved arrangements for a substitute for the third (3rd) and subsequent work assignments, that substitute shall be reimbursed according to the conditions of this article. Such substitute(s) shall not count any such substitutions as credit on his behalf for credit for having completed the two (2) required minimum unpaid work assignments.

2. After an employee has completed work at two (2) unpaid work assignments from those listed above, the shall become eligible for supplemental pay for the third (3d) and all subsequent such assignments of work which are completed.

Section 2: It shall be agreed that the supplemental pay rate for completion of work assignments to the above indicated work schedules in excess of two (2) such assignments shall be at the rate of \$15.00 per assignment.

Section 3: Employees eligible for supplemental pay under this article shall make application for all such pay due them on a form to be provided by the district. This form is to be signed by the administrator or supervisor who was in charge of the activity at which the employee was assigned and did work. No such pay shall be made unless and until the employee concerned has filed the necessary claim as stipulated in this article. Any and all such claims shall be filed in the superintendent's office no later than five (5) school days after the employee has completed the work assignment. Any claims not filed in accordance with the terms and conditions of this article shall cause the employee to forego any reimbursement and shall release the Board from any obligation to make any payment.

Section 4: An activity ticket shall be provided for the employee and spouse for all regularly scheduled athletic, music, and dramatic events in exchange for the employee working two (2) events without pay. (However, the administration of this Section will change to provide that each employee and the employee's spouse may get the designated activity ticket, if the employee works two events without pay, spousal District employment notwithstanding.)

Section 5: Work assignments shall be prepared by the administration and distributed to the employees covered by this agreement.

Section 6: All assignments as are administratively prepared shall become the sole responsibility of the employee(s) to whom such work assignments are made.

Section 7: The arrangement for the exchange of any given scheduled work assignment as appears in the work assignments may be allowed under the following conditions, with administrative approval:

1. All employees as assigned to these work schedules shall be expected to complete their first two (2) so scheduled work assignments as administratively scheduled, except in the case of unforeseeable circumstances. Unforeseeable circumstances shall be interpreted to mean illness to the employee, ~~illness in employee's immediate family which~~ requires his presence and attendance upon the family member, death in the family, or other justifiable reasons, which shall be at the

determination of the administration, and which shall be approved as far in advance as possible by the employee so concerned with the administration. All such requests shall be directed to the high school principal's office.

2. Subsequent work assignments may be mutually exchanged with other staff members with the employee to whom the assignment was originally made being solely responsible for this duty assignment.

3. Arrangements for any and all exchanges of duty assignments shall be made by the employee to whom the assignment was originally made and notice of this exchange shall be promptly reported as far in advance as possible of the date of the work assignment by the employee to the high school principal's office.

Section 8: Notice concerning work assignments will be distributed to the employee(s) scheduled for such work assignments and instructions concerning such work assignments will be indicated to the employee(s) by the administrator or appropriate supervisor in charge.

ARTICLE 18

WAGES

Section 1: The basic salary schedule which shall be effective for this agreement is set forth in an attachment to this article and made a part thereof.

Section 2: The Board shall reserve the right to pay over the salary schedule to secure needed staff personnel, as determined by the Board, when in its determination it is in the best interest of the district to do so. When the Board pays over the salary schedule, the Association shall be notified, in writing, of the position so adjusted.

Section 3: Employees will be credited with prior experience on the salary schedule upon initial hire. Employees with two years or less of prior experience will be placed at Step 0. Employees with three to five years of experience will receive an additional step for each year beyond two. Employees with six to

seventeen years of experience will be granted an additional one-half step for each year of experience beyond five. No employee will be placed beyond step 9 upon initial hire.

Section 4: Employees covered by this agreement shall be granted one increment or vertical step on the salary schedule for each year of service to the Eagle Grove District until the maximum for their vertical lane is reached. (This paragraph was not applicable for employees continuing in employment from 2001-2002 to 2002-2003.)

Section 5: Employees covered by this agreement shall be moved to a higher lane horizontally on the salary schedule at the start of the given contract year in which qualifications are met for that higher lane. Proof of qualification shall be made by the employee through the furnishing of transcripts or other such data as may be required by the Board, on or before September first (1st) of the contract year for which the advance is sought. Advancement to a higher lane horizontally on the salary schedule shall place the employee on the corresponding step to the lane from which he is being advanced. Credit hours shall be from an approved and accredited college or university and shall be graduate hours.

Section 6: Each employee covered by this agreement shall be paid in twelve (12) equal installments for the contract year in which such payments are made. Such installments shall be paid monthly on the twentieth (20th) of each month, with the provision that computer error or malfunction shall not cause any grievance to be filed under this Section, and with the understanding that should computer difficulty cause delay of the employee's payroll warrant, that such payment will be made as soon as is expediently possible. Payroll warrants shall be distributed to employees at their principal place of assignment. When a pay date falls on a holiday, a Saturday, or a Sunday, the pay warrant shall be made on the last previous working day.

Section 7: At the end of the school year, the employee shall indicate the address to which the employee's summer paychecks are to be mailed.

Section 8: In the event the District chooses to implement direct deposit of paychecks, an employee may request

direct deposit of monthly pay in lieu of the process outline in Sections 6 and 7.

Section 9: The Board will not pay any extra compensation to any school employee covered by this agreement beyond the terms of his or her contract, or supplemental contract, except as provided in the Wages of Supplemental Pay articles of this agreement. Amounts of compensation for supplemental contracts shall be as listed on the attachment to this article which is made a part thereof.

Any part time employee required to attend meetings called by an administrator during non-contract hours will be paid for that time based on the employee's per diem rate.

Section 10: Any earned, unpaid salary (on a per diem basis) of a deceased employee shall be paid to the employee's spouse, or if none, then to the personal representative of his estate.

Section 11: Payments to employees working on extended contracts shall be at the per diem rate calculated by dividing the employee's regular salary by the number of days in the basic teacher work year and multiplying that quotient by the number of extended days to be worked.

Section 12: An employee who terminates employment with the district shall receive full payment, calculated per diem, for those contract days fulfilled.

Section 13: Employees shall be paid \$.21 cents per mile, if required to drive their personal automobile between buildings, for mileage between the first and last assigned work location of the regular workday (extracurricular assignments not included). Payment shall be made semiannually. Employees shall submit mileage documentation for coordination on a weekly basis to their building principal with payment to be made at the January and June regular Board meetings.

ARTICLE 19

GRIEVANCE PROCEDURES

Section 1: A grievance shall mean only a complaint that there is an alleged violation, misinterpretation, or

misapplication of any of the specific provisions of this agreement.

- Section 2: Any employee(s) covered by this agreement or the Association in the context of a group grievance shall have the right to present alleged grievances in accordance with the procedures in this article.
- Section 3: The purpose of this procedure is to secure solutions to alleged grievances at the lowest possible level. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
- Section 4: The failure of an employee covered by this agreement, in the event of an appeal to these grievance procedures, to act on such alleged grievances within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement.
- Section 5: It is agreed that any investigations or other handling or the processing of any alleged grievance by the grieving employee(s) covered by this agreement, or the Association, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee(s), or of any other employees.
- Section 6: First Level: An attempt shall be made to resolve any alleged grievance in verbal discussion between complainant and building principal. The complainant shall identify to his/her building principal, in person, that an alleged grievance is being presented for first level resolution. Such presentation shall be in accord with Section 5 of this article. This identification shall be made through use of the appropriate form for the first level. Such form is attached to this agreement and made a part of this agreement. At the close of this first level discussion between the complainant and his/her building principal, the appropriate notations shall be made as called for on the form and both parties shall receive a copy. Filing at first level must be within five (5) school days of occurrence giving rise to grievance. If requested by the grievant, a

designated representative of the Association may be present. The principal may also have a designee present.

Section 7: Second Level: If, as a result of the discussion with the principal or immediate supervisor at Level One, a grievance still exists, the aggrieved may invoke the second level of the grievance procedure through the form attached to this agreement. The grievance form shall be available for the Association representative in each building and said form shall be signed by the grievant. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor. The aggrieved shall file the alleged grievance in writing, and at a mutually agreeable time, discuss the matter with the building principal. The written alleged grievance shall state the following:

1. Nature of the alleged grievance.
2. Shall note the specific article and/or articles of this agreement alleged to be violated, misinterpreted, or misapplied.
3. Shall state the contention of the employee as regards that there is an alleged violation, misinterpretation, or misapplication.
4. Shall indicate the date of this alleged grievance and all facts giving rise to the filing of this alleged grievance.
5. Shall indicate the relief of the alleged grievance which is being sought.

The filing of the written alleged grievance at the second level shall be with seven (7) school days from the date of the conclusion and signing of the Level 1 complaint of the alleged grievance form. The building principal shall make a decision on the grievance and communicate it in writing to the grievant, the Association, and the Superintendent, within seven (7) school days after receipt of the Level 2 alleged grievance. If requested by the grievant, a designated representative of the Association may be present. The principal may also have a designee present.

Section 8: Third Level: In the event that an alleged grievance

has not been satisfactorily resolved at the second level, the aggrieved may file within seven (7) school days of the principal's written decision at the second level, a copy of the alleged grievance with the Superintendent. The Superintendent shall meet with the aggrieved within five (5) school days of receipt of the grievance. If requested by the grievant, a designated representative of the Association may be present. The Superintendent may also have a designee present. Within seven (7) school days of receipt of the grievance, the Superintendent or his designee shall indicate his disposition of the grievance in writing and shall furnish a copy thereof to the grievant, the Board President, and the Association.

Section 9: Fourth Level: If, within five (5) school days after the date of the written decision by the Superintendent in Level Three of these procedures, the grievant wishes to advance the complaint of alleged grievance to this fourth (4th) level of these procedures, he may do so by submitting, in writing, a request on behalf of the grievant to the Superintendent. The following procedures shall then become available and will be caused to be implemented:

1. The Superintendent and the president of the Association, with the grievant, in a joint manner, shall attempt to arrive at the selection of a disinterested and impartial arbitrator to resolve the alleged grievance. If such arbitrator is not selected within five (5) calendar days after the date of the request for arbitration, then the Association and the Superintendent shall, jointly, submit a request to the Public Employment Relations Board for a list of seven (7) names. Upon receipt of this list of names, each party shall have a maximum of six (6) days, not including the day on which the list is received, in which to study and review this list. On the seventh (7th) day following receipt of this list, the parties shall meet to select an arbitrator from this list. If mutual agreement of both parties on one name from this list is lacking, then the parties shall select the arbitrator through a strike-off process. By lot, it shall be determined which party shall have the first opportunity to strike one name from the list. The parties shall then

alternately strike names from the list, one at a time, until one name remains. The person whose name remains shall be the arbitrator.

2. From the time of his arrival in the district, the arbitrator shall have a maximum of seven (7) calendar days in which to reach a decision, and shall within these seven (7) days serve on both parties his findings and reports, in writing, which shall then become binding upon both parties to this agreement.
3. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. The authority of the arbitrator shall be strictly limited to deciding only the issue or issues presented to him in writing by the District and the Association in a joint statement and the decisions of the arbitrator must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the agreement.
4. The Arbitrator shall act as the servant of the parties.

Section 10: If any employee or the Association, first, files any claim of complaint in any court, then the employee or the Association shall waive the right to use these grievance procedures.

Section 11: Group Grievance: If, in the judgment of the Association, an alleged grievance affects more than one building, The Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at the Third Level of these grievance procedures. Any such alleged grievance submission at this Third Level shall be on or before the tenth (10th) school day immediately following the occurrence giving rise to the grievance. The date on which the occurrence is alleged to have taken place shall be counted as the first of these ten (10) school days. Processing of any such alleged grievances shall be in accordance with the procedures provided in this article.

Section 12: Year-end Grievance: In the event that a grievance is filed at such time that it cannot be processed

through the grievance procedure by the end of the school year, mutual agreement shall be made in regard to time limits set forth in this agreement to reduce them so as to make it possible to exhaust the grievance procedure prior to the end of the school year, or within a maximum of twenty-five (25) calendar days thereafter.

Section 13: Meetings and Hearings: All meetings and hearings under this procedure shall be conducted in private and shall include only those for whom provisions have been made in this article.

Section 14: Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may however, be extended by mutual agreement.

Section 15: Any costs or expenses incurred in the processes of this grievance procedure from the including Level One (1) through Level Three (3) shall be the responsibility of the party so incurring such costs and expenses. Expenses incurred in the Fourth (4th) Level, binding arbitration, of these procedures shall be equally shared, except those expenses incurred by each individual party in its own behalf.

Section 16: In the event of a grievance, an employee shall abide by the management decision involved during the time that the alleged grievance is being processed.

Eagle Grove Community Schools
Eagle Grove, Iowa
50533

Level 1 Copy to:

1. Grievant
2. Principal

LEVEL 1 COMPLAINT OF ALLEGED GRIEVANCE BETWEEN

Grievant and Building Principal

Building

Date

A verbal discussion has occurred concerning a possible
alleged grievance of the master contract:

1. Date of occurrence of event giving rise
to this alleged grievance _____

2. Contract reference related to this
alleged grievance _____

Grievant satisfied

Grievant unsatisfied

This Level 1 Grievance report is signed on this _____ day of
_____, 20____/20____.

By: _____

Signature of Grievant

and

Signature of Principal

Eagle Grove Community Schools
Eagle Grove, Iowa 50533

LEVEL 2 COMPLAINT OF ALLEGED GRIEVANCE
BETWEEN
GRIEVANT AND BUILDING PRINCIPAL

Level 2 copy to:
1. Principal
2. Superintendent
3. Grievant
4. Association

TO: _____
Building Administrator _____ Date Submitted _____

NOTE: Filing of the Level 2 complaint shall be with the building principal, in person within seven (7) school days of the date of signing of the Level 1 alleged grievance form.

[If more space is needed, please use the back of this sheet and indicate which question the statement applies to.]

1. Date grievance is alleged to have occurred: _____

2. Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract.

3. Give descriptive detail of all facts giving rise to this alleged grievance.

4. Give nature of the alleged grievance:

5. Employee statement of contention that there is an alleged grievance.

6. Employee statement of relief of grievance sought.

I hereby attest to the truth and accuracy of all statements contained herein.

Signature of Grievant

LEVEL 2 PRINCIPAL'S NOTATIONS

Date on which the Level 2 complaint of alleged grievance was received by me from the grievant (must be within 7 school days of date of signing of Level 1 complaint form). _____

Date and time mutually agreed upon between grievant and the principal for a meeting to discuss this complaint. _____

Date on which written decision on this alleged grievance was communicated to the grievant. (This must be within seven (7) school days after receipt of the Level 2 written alleged grievance. _____

A copy of the written decision of the principal which was communicated to the grievant is hereto attached and becomes a part thereof.

Date Signed by Principal

Signature of Principal

LEVEL 2 ACCEPTANCE BY GRIEVANT

I accept the written decision of the principal at Level 2 in this matter of my formal complaint as the resolution and relief then being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Date of Grievant's Acceptance

Signature of Grievant

NOTE: If the grievant signs the above statement, the complaint shall end. If the grievant does not sign the above, but also fails to advance the complaint to the next level within allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 2 of this procedure.

1. Principal 3. Association
2. Grievant 4. Board President

To: Superintendent
Eagle Grove Community School District

NOTE: Level Three (3) filing date must be within seven (7) school days of the written decision by the building principal to the grievant at Level Two (2).

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LEVEL 3 - SUPERINTENDENT'S NOTATIONS

Date on which the Level 3 alleged grievance received _____

Date and time for mutually agreed meeting to discuss this complaint between grievant and superintendent.
(This must be within 5 school days after superintendent receives the alleged complaint of grievance.) _____

Date written answer communicated to grievant. (Must be within 7 school days after receipt of grievance.) _____

A copy of the written decision of the Superintendent which was communicated to the grievant is hereto attached and becomes a part thereof.

Date Signed by Superintendent

Signature of Superintendent

LEVEL 3 - ACCEPTANCE BY GRIEVANT

I accept the written decision of the Superintendent at Level 3 in this matter as the resolution and relief sought and as being satisfactory to me. I agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract agreement in this matter for now and in time to come.

Date of Grievant's Acceptance

Signature of Grievant

NOTE: If the grievant signs the above statement, the complaint shall end. if the grievant does not sign the above, and also fails to advance the complaint to the next level within allowed time limits, the complaint shall be considered to have been abandoned and settlement made at Level 3 of this procedure.

LEVEL 4 - ARBITRATION

This final level of Grievance Procedures must be initiated no later than 5 school days following the date of the written decision of the Superintendent in Level 3.

Date on which the notice received for decision to use the arbitration step of these procedures. (A copy of written request from grievant is attached) _____

Date on which a joint request for services of the Public Employment Relations Board was mailed. (A copy of this joint request is attached hereto and made a part thereof.) _____

Date Signed by Superintendent

Signature of Superintendent

LEVEL 4 - ARBITRATION REPORT AND DECISION

The final report of the Arbitrator in this procedure must be served on both parties no later than 7 calendar days after the first day of service of the Arbitrator. Such report to become binding upon both parties to this agreement. Nothing in the decision or award of the Arbitrator shall amend, modify, nullify, ignore, or add to the provisions of the agreement. Such awards and decisions shall be limited to deciding only the issue or issues presented to the Arbitrator which were presented for decision in writing by the school District and the Association and such decision must be based solely and only upon the Arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

Date of first day of service by the Arbitrator: _____

Date of last day of service by the Arbitrator: _____

Date on which binding decision was served upon both parties to this agreement: _____

A copy of the decision in this matter by the Arbitrator is hereto attached and becomes a part thereof.

By the signature affixed below, it is attested to and certified that all procedures as are provided in this agreement have been observed and that this decision represents, in the opinion of the Arbitrator, that a fair, impartial and disinterested decision has been made in these matters.

Date Signed by Arbitrator

Signature of Arbitrator

Level 4 copy to: 1. Principal 2. Superintendent 3. Board
4. Grievant 5. Association 6. Arbitrator

EAGLE GROVE COMMUNITY SCHOOLS
EAGLE GROVE, IOWA 50533

GROUP GRIEVANCE

- Copy to:
1. Board President
 2. Superintendent
 3. Grievant
 4. Association

TO: _____
Superintendent Date Submitted

NOTE: Filing of the group grievance shall be with the Superintendent within ten (10) school days of the date of the alleged grievance.

[If more space is needed, please use the back of this sheet and indicate which question the statement applies to.]

1. Date grievance is alleged to have occurred: _____

2. Specific article, section, and/or subsection of the master contract alleged to have been violated, misinterpreted, or misapplied. Identify the same by numerical reference and direct quote from the master contract.

3. Give descriptive detail of all facts giving rise to this alleged grievance.

4. Give nature of the alleged grievance:

5. Statement of contention alleging grievance.

6. Statement of relief sought.

I hereby attest to the truth and accuracy of all statements contained herein.

Signature of Group Representative

GROUP GRIEVANCE SUPERINTENDENT'S NOTATIONS

Date on which group grievance was received
by the Superintendent. _____

Date & time mutually agreed upon between
group representative and the Superintendent
for a meeting to discuss this complaint. _____

Date on which written decision on this
alleged grievance was communicated to
the group representative. _____

A copy of the written decision of the Superintendent which was
communicated to the group representative is hereto attached
and becomes a part thereof.

Date Signed by Superintendent

Signature of Superintendent

GROUP GRIEVANCE ACCEPTANCE

I accept the written decision of the Superintendent in this matter of our formal complaint as the resolution and relief to be satisfactory to us. We agree to waive any further access to any higher levels of the grievance procedures as contained in the master contract in this matter for now and in time to come.

Date of Group Acceptance

Signature of Group Representative

NOTE: If the group representative signs the above statement, the complaint shall end. If the grievant does not sign the above, but fails to advance the complaint, the complaint shall be considered to have been abandoned and settled.

ARTICLE 20

DUES CHECK-OFF AND OTHER DEDUCTIONS

Section 1: It shall be agreed by the Board and the Association that provisions will be made in this article for the following listed deductions to be made, on written authorization, from any employee covered by this agreement. Such written authorization to be submitted on a form to be supplied by the district.

1. Professional dues: This group of dues deductions will be made through written authorization submitted by any employee covered by this agreement. Professional dues shall be combined into one (1) total item of deduction. Remittance of all such dues deductions as are herein provided shall be transmitted by check to the Association within a reasonable and practical limit of time which must necessarily be governed by computer turn-around time as experienced by the Board. It shall be the obligation of the Association to separate out the various organization dues and remit the required amounts to the organizations for which such deductions were made as authorized by the employee. The employee shall have the option of choosing one of the following deduction plans:

- a. 3-month plan, starting in October and ending in December, or
- b. 9-month plan, starting in October and ending in June.

2. Community Chest: The employee shall have the option of choosing one of the following deduction plans:

- a. 3-month plan, starting in October and ending in December, or
- b. 9-month plan, starting in October and ending in June.

3. Tax sheltered Annuity Deductions: This deduction shall be taken out each month of the contract year in which the employee is under contract. This deduction may be initiated by notifying the business office by the first of any month during the contract year. Each employee shall be limited to having this deduction made for no more than three (3) different companies or plans at any one given time. Should future computer capacity allow for more than three, adjustments will be made at that time.

4. Optional Insurance program for spouse deduction as is available from the Board-provided employee insurance program. This deduction shall be taken out each month of the contract year in which the employee is under contract.

Section 2: All employee authorization request for deductions shall be on file in the business office of the district no later than on September twentieth (20th) of the contract year for which such authorized deductions are to be made. All such authorization requests shall be submitted on the form as supplied by the district. There shall be the following exception: An individual who becomes an employee after the first day of the basic instructional contract year shall have thirty (30) days in which to exercise their options under Section 1 of this article. Such deductions shall not extend beyond the June check.

Section 3: It shall be agreed that errors in computer processing are a possibility. Therefore, both parties shall agree to correct any errors in payroll and payroll deductions to the mutual satisfaction of both parties.

Section 4: It is understood and agreed by employees covered by this agreement and by the Association, that any covered employee's dues and/or other deductions are as herein made provisions for, shall be checked off only upon the employee's written request and that the employee may terminate any such previously made authorized deductions at any time by giving thirty (30) days notice to the business office of the district.

Section 5: The Association agrees to indemnify and hold harmless the Board, each individual Board member, the business manager, clerical employees, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions in this agreement between the parties for deductions.

Section 6: Initiation of the provisions of this article shall be the responsibility of each individual employee covered by the agreement. The Association agrees that they shall, as an Association, inform all employees covered by this agreement of this deduction provision and that they shall not expect or require that the Board or its representatives be obligated to do anything other or more than to accept and cause to be effected those authorized deductions request which are presented to them in accordance with terms and conditions of this article.

Section 7: If an employee for whom properly authorized deductions are being made leaves the employ of the Board or is terminated by the Board, any and all such deductions shall be terminated with the last payroll warrant issued to that employee by the district.

ARTICLE 21

PRINTING AGREEMENT

Copies of this agreement shall be printed by the Board, after agreement with the Association as to format, means of reproduction, method of reproduction, and any other attendant details of the processes of printing, within thirty (30) days after the date on which the agreement is signed by both parties. All costs which are incurred in the preparation for printing, the printing process, and the distribution process shall be paid by the Board. There will be copies of this printed agreement delivered to the President of the Association in sufficient number so that the Association may distribute one (1) copy to each employee who is covered by this agreement. When offered an individual contract each person shall be provided a copy of the master contract agreement with their individual contract.

ARTICLE 22

FINALITY AND EFFECT OF AGREEMENT

Section 1: This agreement supercedes and cancels all previous agreements between the School District and the Association or any employee, unless expressly stated to the contrary herein and constitutes the entire agreement between the parties, and concludes collective bargaining for its term.

Section 2: Nothing in this agreement shall have any effect whatsoever in the matters of all functions, rights, powers, or authority granted to or inherent in the administration of this school district by law, all of these which shall remain the sole and unilateral function of the Board. Provided that none of the clauses of this agreement in any way abrogate or diminish the above mentioned rights and authority of the Board, the Board shall not exercise its rights so as to violate any of the specific provisions of this agreement.

Section 3: The failure of the District, the employee Association, or the employees covered by this

agreement to insist in any one or more instances upon performance of any of the terms or conditions of the agreement, shall not be considered as a waiver or a relinquishment of the right of the District, the employee Association, or the employees covered by this agreement to future performance of any such term or condition. The obligations of the District, the employee Association, or the employees covered by this agreement shall continue in full force and effect.

ARTICLE 23

DURATION PERIOD AND SIGNATURE CLAUSE

This Agreement shall be effective for the 2006-2007 school year, beginning on July 1, 2006, and ending on June 30, 2007.

Signature Clause:

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respective Chief Negotiators, and their signatures placed there on, all on the 15th day of May 2006.

For the Eagle Grove Education
Association

By: Linda L. Bickford
Melody Amerson
Its President

By: Yvonne Dewein
Its Chief Negotiator

For the Eagle Grove Community
School District Board of
Education

By: Randy Hansen
Its President

By: Rodney D. Montang
Its Chief Negotiator

EAGLE GROVE COMMUNITY SCHOOL DISTRICT
2006-2007 Basic Salary Schedule

Values determined by
multiplying
by the index
22620.000
MA+15 MA+30

STEP	BA	BA+8	BA+16	BA+24	MA	MA+15	MA+30
0	1.080 24429.600	1.102 24927.240	1.123 25402.260	1.145 25899.900	1.199 27121.380	1.220 27596.400	1.242 28094.040
1	1.120 25334.400	1.142 25832.040	1.165 26352.300	1.187 26849.940	1.243 28116.660	1.266 28636.920	1.288 29134.560
2	1.160 26239.200	1.183 26759.460	1.206 27279.720	1.230 27822.600	1.288 29134.560	1.311 29654.820	1.334 30175.080
3	1.200 27144.000	1.224 27686.880	1.248 28229.760	1.272 28772.640	1.332 30129.840	1.356 30672.720	1.380 31215.600
4	1.240 28048.800	1.265 28614.300	1.290 29179.800	1.314 29722.680	1.376 31125.120	1.401 31690.620	1.426 32256.120
5	1.280 28953.600	1.306 29541.720	1.331 30107.220	1.357 30695.340	1.421 32143.020	1.446 32708.520	1.472 33296.640
6	1.320 29858.400	1.346 30446.520	1.373 31057.260	1.399 31645.380	1.465 33138.300	1.492 33749.040	1.518 34337.160
7	1.360 30763.200	1.387 31373.940	1.414 31984.680	1.442 32618.040	1.510 34156.200	1.537 34766.940	1.564 35377.680
8	1.400 31668.000	1.428 32301.360	1.456 32934.720	1.484 33568.080	1.554 35151.480	1.582 35784.840	1.610 36418.200
9	1.440 32572.800	1.469 33228.780	1.498 33884.760	1.526 34518.120	1.598 36146.760	1.627 36802.740	1.656 37458.720
10	1.480 33477.600	1.510 34156.200	1.539 34812.180	1.569 35490.780	1.643 37164.660	1.672 37820.640	1.702 38499.240
11		1.550 35061.000	1.581 35762.220	1.611 36440.820	1.687 38159.940	1.718 38861.160	1.748 39539.760
12			1.622 36689.640	1.654 37413.480	1.732 39177.840	1.763 39879.060	1.794 40580.280
13			1.664 37639.680	1.696 38363.520	1.776 40173.120	1.808 40896.960	1.840 41620.800
14			1.706 38589.720	1.738 39313.560	1.820 41168.400	1.853 41914.860	1.886 42661.320
15			1.748 39539.760	1.780 40263.600	1.864 42163.680	1.898 42932.760	1.932 43701.840
16			1.790 40489.800	1.822 41213.640	1.908 43158.960	1.943 43950.660	1.978 44742.360

2001-2002 DO NOT add a Career Increment of \$350.00 at bottom of columns BA+16 and BA+24 & \$500.00 at the bottom of columns MA, MA+15, and MA+30.

2001-2002 Step 15 was added to the Salary Schedule.

2002-2003 All continuing employees will be HELD on Step and Lane.

2002-2003 NO Career Increments shall again be paid.

2003-2004 Step and Lane Advancement Approved.

2003-2004 Career Increments Implemented: \$350.00 at bottom of columns BA+16 and BA+24, & \$500.00 at the bottom of columns MA, MA+15, and MA+30.

2006-2007 Step 16 was added to the Salary Schedule. Career Increments Suspended.

Lotus: SALRYSCH
Updated: 7-13-2006

A. Athletic Coaching Schedule: Percentage to be multiplied by
Eagle Grove Community School District

22620.00

2006-2007

ASSIGNMENT	1ST-2ND YEARS	3RD-4TH YEARS	5TH YEAR OR MORE
	3166.80	3393.00	3619.20
Head Football	0.14	0.15	0.16
Head Basketball	0.14	0.15	0.16
Head Wrestling	0.14	0.15	0.16
Head Baseball	0.14	0.15	0.16
Head Softball	0.14	0.15	0.16
Head Volleyball	0.14	0.15	0.16
Head Track	0.14	0.15	0.16
Weight Room Supervisor (New 2002- 2003)	0.14	0.15	0.16
	2262.00	2488.20	2714.40
Head Golf	0.10	0.11	0.12
Cross Country	0.10	0.11	0.12
	1809.60	2035.80	2262.00
Assistant Football	0.08	0.09	0.10
Assistant Basketball	0.08	0.09	0.10
Assistant Wrestling	0.08	0.09	0.10
Assistant Track	0.08	0.09	0.10
Assistant Baseball	0.08	0.09	0.10
Assistant Softball	0.08	0.09	0.10
Assistant Volleyball	0.08	0.09	0.10

Lotus: ATHLETIC
Updated: 5-8-2006

B. Sponsoring Schedule: Percentage to be multiplied by 22620.00
 Eagle Grove Community School District

2006-2007

ASSIGNMENT	1st-2nd	YEARS	3rd YEAR	OR MORE
High School:	%	\$	%	\$
Instrumental Activities	0.1400	3166.80	0.1600	3619.20
Choral Activities	0.0800	1809.60	0.1000	2262.00
Musical	0.0400	904.80	0.0600	1357.20
Speech Director (If Assigned)	0.0400	904.80	0.0500	1131.00
Drama Director (If Assigned)	0.0300	678.60	0.0500	1131.00
Future Business Leaders of America	0.0500	1131.00	0.0600	1357.20
Student Senate	0.0300	678.60	0.0400	904.80
Cheerleaders	0.0500	1131.00	0.0800	1809.60
Spanish Club	0.0250	565.50	0.0350	791.70
Future Farmers of America	0.0300	678.60	0.0500	1131.00
Students Against Driving Drunk	0.0300	678.60	0.0400	904.80
JETS Team	0.0150	339.30	0.0200	452.40
Quiz Bowl	0.0150	339.30	0.0200	452.40
Mock Trial	0.0150	339.30	0.0200	452.40
Iowa Academic Decathlon	0.0150	339.30	0.0200	452.40
Flags	0.0250	565.50	0.0400	904.80
Music Accompanist	0.0150	339.30	0.0200	452.40
National Honor Society	0.0300	678.60	0.0400	904.80
Drill Team	0.0400	904.80	0.0500	1131.00

Middle School:	%	\$	%	\$
Drama Director	0.0250	565.50	0.0350	791.70
Student Government	0.0250	565.50	0.0350	791.70
Cheerleaders	0.0300	678.60	0.0400	904.80
Band	0.0200	452.40	0.0300	678.60
Vocal	0.0200	452.40	0.0300	678.60
Mock Trial	0.0100	226.20	0.0150	339.30
Quiz Bowl	0.0100	226.20	0.0150	339.30

Extended Contracts (Summer): Per Diem of Instructor's Basic Salary

Driver Education (Driving Only) \$? Per Student

Driver Education (With Classroom) \$? Per Student

Lotus: SPONSORB

Updated: 5-8-2006

PHASE II

Phase II (House File 499) monies received by the District after transfers and deduction for FICA and IPERS shall be distributed according to the system utilized in 1987-88. Phase II monies shall not constitute part of the basic salary schedule. The District's obligation shall be only to distribute Phase II monies according to the method agreed. Phase II payments shall be quarterly.